UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION

IN RE	)	Chapter 7
	)	
TIMOTHY M. FRAIN	)	CASE NO. 16-30960-hcd-7
	)	
Debtor(s)	)	
	)	

MOTION FOR RELIEF FROM STAY AND TO ABANDON REAL ESTATE

Comes now Lakeview Loan Servicing, LLC, (hereinafter referred to as "Lakeview"), by counsel, and for its Motion for Relief From Stay and to Abandon Real Estate would show the Court as follows:

1. On April 28, 2016, the above-named Debtor(s) filed a petition pursuant to Chapter 7 of the Bankruptcy Code.

2. Lakeview is the holder of a secured claim with an outstanding principal balance of $152,966.19. Said claim is secured by the real property located at 92 Greenway Dr, Goshen, IN 46526-1533, and more particularly described in the mortgage, a copy of which is attached hereto and incorporated herein as Exhibit "A". The legal description for the subject real estate is:

> Lot Numbered One Hundred Twelve (112) in Greenfield Fifth Subdivision located in the East Half (1/2) of the Southeast Quarter of Section 7, Township 36 North, Range 6 East, now part of the City of Goshen, as per plat thereof recorded in Plat Book 10, Page 37, in the Office of the Recorder of Elkhart County, Indiana.

3. The above-described mortgage was given to secure a promissory note dated April 30, 2014, made payable to First Option Mortgage, LLC in the original principal sum of $155,138.00. A copy of the above-described note is attached hereto and incorporated herein as Exhibit "B".

4. Lakeview is the current holder of the promissory note and mortgage and is evidenced by the chain of assignments attached hereto and incorporated as Exhibit "C".

5. The debt has not been reaffirmed with Lakeview and there is little or no equity in the subject real estate for the benefit of creditors.

6. The mortgage loan is due for April 1, 2015 through May 1, 2015 payments at the monthly mortgage amount of $1,161.40, June 1, 2015 through May 1, 2016 payments at the monthly mortgage amount of $1,181.81, for an arrearage in the sum of $16,504.52, together with attorney fees and costs.

7. The failure to make payments and the lack of equity in the subject real estate is cause for the Court to grant relief from the Stay to Lakeview within the meaning of §362 of the Bankruptcy Code.

8. Lakeview prays that the court order the abandonment of the subject real estate.

WHEREFORE, Lakeview prays that the Court terminate the automatic stay of §362 of the Bankruptcy Code, authorize Lakeview to foreclose its mortgage on the above-described property, order the abandonment of the subject real estate and for all other relief as is just.

FEIWELL & HANNOY, P.C.

/s/ RANDY C. EYSTER
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CERTIFICATE OF SERVICE

The undersigned does hereby certify that the foregoing has been duly electronically noticed or mailed via United States mail, first class, on May 23, 2016, to the following:

Timothy M. Frain
Debtor
92 Greenway Dr
Goshen, IN 46526-1533

Loraine P Troyer
Attorney at Law
102 W. Lincoln Ave., Suite 210, 1st Source Bank Bldg.
Goshen, IN 46526

Rebecca L. Hoyt Fischer
Trustee
401 E. Colfax, Suite 305
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Nancy J. Gargula
U.S. Trustee
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South Bend, IN 46601

/s/ RANDY C. EYSTER
RANDY C. EYSTER, Attorney No. 22643-49

NOTICE

FEIWELL & HANNOY, P.C. IS A DEBT COLLECTOR.